JURISTIC VIEWS ON *RIBĀ*, *GHARAR* AND *QIMĀR* IN LIFE INSURANCE

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Abstract: Throughout the Muslim world, the issue of whether life insurance involves unlawful elements of *ribā*, *gharar* and *qimār* continues to be debated. A heated controversy has been raging over this problem, with Muslim jurists becoming divided into two distinct groups: those who have argued that *ribā*, *gharar* and *qimār* are all in some way involved in life insurance (thereby making the latter *ḥarām*) and others who have denied these arguments. Interestingly, both groups have supported their views with proofs from the sources of Islamic law, creating much confusion in the Muslim world. Hence, this paper examines the different juristic arguments and counter arguments on this issue in order to determine the preferable view. Ultimately, the paper concludes that, conceptually speaking, there is no *gharar*, *ribā* or *qimār* in conventional life insurance. However, in order for conventional life insurance to be admissible in Islam, the paper has recommended some policies for insurance companies and participants to follow.

Introduction

It is permissible in Islam to seek help or protection from others in times of difficulty. In some cases, it is obligatory for a Muslim to find lawful ways and means to cope with disasters. “If a major source of income for a family unit, for example, is eliminated due to death, disability, or other impairment of one or more family members, it will be necessary for the family to make economic and social adjustments. Sometimes these adjustments result in serious physical or psychological harm. A spouse might have to seek new or additional employment at the expense of other family responsibilities; the children might have to find work at the expense of formal education; the family members might have to accept charity from relatives, friends or social agencies at the expense of independence and self-respect; and the family’s living standard might be reduced to a level

below that essential for health and happiness.”¹¹ In such situations, life insurance can provide families and businesses with an important financial planning tool through which financial security can be obtained. Certainly, the prime objective of life insurance is to undertake “a responsibility towards safeguarding widows, orphans and other dependents of the deceased (assured/policyholder) from unexpected future material risks.”¹²

The Arguments on Life Insurance

A group of Islamic jurists have argued that *ribā*, *gharar* and *qimār* all exist within life insurance, thus making the latter impermissible in Islam. Amongst others, this group includes: Muḥammad Abū Zahrah,⁴ Wahbah al-Juḥaylī,⁵ Shaykh Rajab al-Tamīmī,⁶ Shaykh ‘Abd Allāh bin Zayd al-Maḥmūd,⁷ Shaykh Shawkat ‘Aliyyān,⁸ Ṣiddīq al-Ḍarīr,⁹ Ḥusayn Ḥāmid Ḥassān,¹⁰ Muḥammad al-Dāsuqī,¹¹ ‘Abbas al-Ḥusnī,¹² and Muḥammad Biltagī.¹³ Their objections can be summarised as follows:

1. Life insurance deals with *ribā* (interest, usury).
2. Life Insurance involves elements of *gharar* and *jahālāh* (speculation).
3. Life insurance functions like *qimār* (gambling or *mysir*).

In the following pages, each of these objections will be discussed in turn, along with their supporting arguments. Concurrently, we will also consider the answers to these objections.

***Ribā* (Interest, Usury)**

The linguistic meaning of *ribā* is ‘to increase’.¹⁴ Technically, it means increase in a specific thing.¹⁵ *Ribā* is strictly prohibited in Islam by the Qur’ān, the *ḥadīth*, and the consensus of the scholars. Regarding this prohibition, Allah says: “O believers, fear God, and give up the *ribā* that remains outstanding if you are believers” (Al-Baqarah, 2:278). Similarly, the Prophet forbade it in a *ḥadīth*: Jabir bin ‘Abd Allāh, in a report on the Prophet’s farewell pilgrimage, said: “The Prophet (pbuh) addressed the people and said, ‘All the *ribā* of *al-jahiliyyah* is annulled, and the first *ribā* that I annulled is our *ribā*, accruing to ‘Abbās bin ‘Abd al-Muṭṭalib (the Prophet’s uncle).’”¹⁶ *Ribā* is prohibited because it is thought to have a bad impact on society.

The Relationship of Life Insurance to Ribā

The National Fatwa Council of Malaysia (*Majlis Fatwa Kebangsaan*) issued a legal verdict in 1974 that conventional life insurance is not permissible because it contains elements of interest.¹⁷ Similarly, in 1977 the council of Senior ‘*Ulamā*’ in Saudi Arabia declared all types of commercial insurance (including

life insurance) prohibited¹⁸ because they deemed it to carry interest.¹⁹ The question, however, is to what extent is interest actually involved with life insurance?

According to those who oppose it, life insurance's involvement with interest can be summarised as follows:

1. Life insurance comprises *ribā al-faḍl* and *ribā al-nasī'ah*. Muḥammad Biltagī states: "The payment in insurance by the insurance companies to the insured or his heirs is not the same [amount] as that paid by the insured but is definitely either less or more." Therefore, he argues, *ribā al-faḍl* is involved in life insurance. Moreover, *ribā al-nasī'ah* is also involved "because the insurer [insurance company] doesn't pay the agreed money to the insured [policy holder] in one go but over a period of time."²⁰

Shawkat 'Aliyyān (1978) explains that a usurious transaction is a transaction in which one of the following conditions exists: 1. an increase of principle; 2. an increase fixed according to a time factor; 3. an increase stipulated in the transaction.²¹ His statement confirms the explanation above, that *ribā al-faḍl* and *ribā al-nasī'ah* are both involved in life insurance policies.

2. Some scholars argue that Muslims who condemn *ribā* as one of the major defects of life insurance are influenced by a wider notion of the term *ribā*. This broader understanding holds that insurance compensations are collected without work and that the amount deposited with the company (the premium) is never returned to the insured in its original sum. It may be returned partially (in property and liability), tens of times more than its original amount (in life insurance), or not at all. In the latter case, the company collects all the profits.²²

Counter Arguments to these Objections

The defenders of life insurance respond as follows:

1. Muhammad Nejatullah Siddiqi dismisses the argument that life insurance contracts necessarily imply the presence of interest due to the fact that the insured is promised an amount far in excess of what he will have deposited in installments before the occurrence of any accident. This opinion, he argues, is based on the assumption that all incremental payments constitute interest. This, however, is a baseless assumption as the *Shari'ah* does not regard absolutely every increment as interest. Money paid as a premium does not have the nature of a

loan, and the payment of a claim does not amount to returning the loan with an incremental amount that may be considered as interest. Rather, a premium payment is a kind of co-operative contribution towards the availability of a useful social service. This spirit is manifest in mutual insurance and in state-controlled insurance. Even in the case of private insurance we cannot rightly call a premium a 'loan'. Rather, it must be considered as the price of a service to be rendered if and when needed.²³

2. As against typical interest bearing loans, the amount of claimed money received by the insured depends neither on the time period nor on the total money deposited in premium payments at the moment of occurrence of any accident. Rather, the amount either depends on the extent of financial loss incurred in consequence of an accident or is agreed upon beforehand.²⁴
3. In life insurance, one faces the difficult problem of assessing the financial loss a family incurs from the death of a person at a particular time. Valuation of property and other goods according to objective standards is available for this. But, the decision to calculate such a loss and then opt for a policy involving a particular sum is best left to the discretion of the individuals concerned. The capacity and willingness of individuals to save is also important and a relevant consideration that might be left to their discretion. Moreover, all these matters can be re-examined. But even under present conditions, the mere fact that the insured may get more money than was paid out in premiums provides no grounds for considering the excess money as interest. If the problem is considered in relation to the pure form of insurance, i.e. mutual assurance, the money that a group of insured persons gets is exactly the same as the amount they deposited in premiums. This is because the rate of the premiums is calculated on the basis of the law of large numbers and the law of averages with a view to compensate the losses of the whole group.²⁵

In light of this discussion, it should be clear that the nature of life insurance differs from that of interest. In interest-bearing loans, the borrower has to repay an amount larger than the amount borrowed. This applies equally to the case of a group or of an individual. In life insurance, however, a group of insured persons collectively gets the same amount of money, though at the individual level the pattern is different.²⁶

Gharar and Jahālah

Some jurists believe *gharar* and *jahālah* are also involved in life insurance.

Linguistically, *gharar* means risk, peril or danger,²⁷ while *jahālah* means ignorance or lack of knowledge.²⁸ According to Shafi‘ī, Hanbalī and Ḥanafī jurists, both concepts imply selling something without knowing its availability, quantity or deliverability. Imām Mālik, on the other hand, sees the concepts as entailing something whose completion or non-completion is unknown.²⁹ According to al-Dasūqī and Shawkat ‘Aliyyān, *gharar* also means deception, disguise, or anything with an uncertain end result.³⁰ Al-Sanhūrī explains that the difference between *gharar* and *jahālah* is that *gharar* means to sell something whose availability is unknown (for example, birds in the air before they are captured or fish in the water before they are caught), while *jahālah* means to sell something which does exist but the quantity or size of which is unknown.

The prohibition against contracts based on *gharar* can be found in many Prophetic sayings. Imām Muslim, for example, narrated an *ḥadīth* in which the Prophet prohibited people from becoming involved in trade with *gharar*.³¹ Another *ḥadīth*, narrated by Imām Ahmad and Ibn Mājah, has Abū Sa‘īd al-Khudrī reporting that the Prophet Muḥammad prohibited the selling of unborn animals.³² Another important *ḥadīth* prohibits selling fish that are still in the water.³³

Relationship of Gharar with Life Insurance

How does *gharar* relate to life insurance? Those Muslim jurists who object to life insurance have identified the following points:

1. There is an element of *gharar* in life insurance policies because of the uncertainty surrounding the subject matter of the contract, or *ma‘qūd ‘alayh*. Thus, while the insured (or the policyholder) agrees to pay a fixed premium, the insurance company only guarantees to pay an undetermined sum of compensation (sum insured) in the event of catastrophe or disaster. Moreover, the insured is not informed about how the compensation will be derived or when it will be received.³⁴ According to the *Sharī‘ah*, these things must be clear from the start.
2. ‘Lopsided’ contracts which favour one party at the expense of another are also viewed as *gharar*. This applies to life insurance contracts when there is a loss of premium in the event that: 1. the policyholder cancels his policy before the policy acquires forfeiture status; or 2. there is a non-proportional refund of premiums against the unexpired period in the event of early retirement.³⁵
3. According to M. Ma’sum Billah, any contract in which *gharar* applies to either the subject matter or to the object of a contract is null and void *ab initio*. In a life insurance contract, the subject matter is death.

Although death is certain, it is uncertain whether the assured's death will occur during the policy period or not. For Billah, this uncertainty results in the policy's invalidity.³⁶

Counter Arguments to these Objections

Scholars who favour life insurance argue that:

1. *Gharar* is essentially a means of gain based on risk. Hence, it partakes in gambling and pawning, both clearly prohibited by the *Sharī'ah*.³⁷ However, no human action is completely free from risk or probability, making these points an insufficient basis for dismissing life insurance. Indeed, jurists permit selling unripe fruit from trees, despite the degree of obscurity involved in doing so. They also permit selling fruits in successive periods where the period of succession is short. Their argument is that the benefits reaped from the trees are always unknown. This principle could also apply to life insurance.³⁸
2. Jurists permit contracts based on the principle "Deal with Mr. X and whatever claim you have over him, I shall take the responsibility for it." On this basis, life insurance contracts should also be sound.
3. Although some ambiguity may exist in life insurance contracts, it does not lead to dispute. Significantly, therefore, the *Sharī'ah* only prohibits *gharar* leading to dispute.³⁹
4. Traditionally, prohibited forms of *gharar* have only applied to *uqud al-mua'awadat* (contracts of exchange). Life insurance, however, is *tabarru'* (a contract of donation). If life insurance is classified under this rubric, the obstacle of *gharar* is tolerated.⁴⁰
5. According to Muḥammad Salām Madkūr, *jahālah* is only prohibited when it affects the execution of a contract and causes dispute. *Jahālah* in life insurance contracts, he claims, is not of this nature.⁴¹

***Qimār* (Gambling)**

Qimār is another prohibited element which, according to some Muslim jurists, forms part of life insurance. In the Qur'ān, *qimār* appears in the context of a discussion on *maysir*, a game of chance, which is strongly condemned.⁴² Allah says:

They ask you (O Muhammad) concerning alcoholic drinks and gambling. Say: "In them is a great sin and (some) benefit for men, but the sin of them is greater than their benefit." (Al-Baqarah, 2:219).

Islam prohibits *qimār* because it can harm the needy and provide income

without work.⁴³ Moreover, gambling (i.e. giving power to chance) is also against monotheism in as much as it attempts to take fate into one's own hands.⁴⁴

The Relationship between Life Insurance and Gambling

Muḥammad Biltagī, quoting Abū Zahrah, has argued that life insurance involves gambling because it is high risk. Moreover, al-Dasūqī and Aḥmad Ibrāhīm have argued that the gambling occurs on both sides: the insured may pay only one premium and be compensated – in which case the company loses – but if no peril occurs the insured may pay the premium without compensation, in which case the insured loses.⁴⁵ Thus, although it is certain that a person will die, an element of gambling still enters into life insurance because it is uncertain when the policyholder will die – i.e. how many premiums the insured will pay before his heirs can collect the agreed upon death benefits or face value of the policy.⁴⁶

According to Ma'sum Billah, in gambling the gambler pays a certain amount of money in the hope that, by chance, he will subsequently gain an additional large amount of money. Similarly, in a life insurance policy the assured always hopes for a chance to gain. According to Billah, this hope has the same nature as gambling and, thus, is prohibited by the *Shari'ah*.⁴⁷

Fadzil Yusuf has argued that gambling arises in life insurance because of the presence of *gharar*. For example, when a policyholder dies before the end of the period of his insurance policy (i.e. after paying only part of the premium), his dependents will receive an uncertain sum of money.⁴⁸

Counter Arguments to These Objections

1. Those *fuqāhā'* who support life insurance say that there is no similarity between it and gambling. This is because a life insurance policy is for the protection of the material welfare of orphans, widows and other dependents.⁴⁹ Thus, it is a co-operative system which aims to assist others.⁵⁰ Gambling, on the other hand, is a game with potentially very negative consequences.⁵¹ Al-Zarqā' says: "Gambling is a game based on luck which aims to kill the moralities and efficiencies of human beings. In the Qur'ān, Allah has characterised it as a root of evil, which leads to enmity and hatred among human beings and prevents them from remembering Allah...Insurance, on the other hand, is not like that. Rather, it is a system on the basis of which remedies for the consequences of disasters that have befallen human life, wealth and their activities can be made."⁵² Therefore, life insurance policies are actually contrary to gambling, like fire is contrary to water.⁵³

2. In order to show the difference between life insurance and gambling, Muhammad Nejatullah Siddiqi has argued that the evil of gambling lies in the fact that, through betting and wagering, the gambler willfully seeks out risk which was not there earlier, or which, even if it did exist, did not personally concern him. Buying lottery tickets, betting and staking on horse races, football matches, and games of cards or chess are examples of this. All possible forms of gambling and its current practices therefore have one thing in common – a risk of financial loss which the gambler could have avoided. However, the case of life insurance is fundamentally different. The occurrence of peril, against which (and the effect of which) the insured seeks protection, does not depend on whether someone is insured or not.⁵⁴
3. Siddiqi adds that another fundamental difference between gambling and life insurance relates to the hope of gain; the financial motivation for gambling lies in the event of winning, while in the case of life insurance it consists in the desire to be protected against loss.⁵⁵
4. The objection that the insured buys a life insurance policy in order to receive a huge amount of clear profit is also baseless. This is because the stipulated amount that the insured receives cannot be considered as profit; it only provides their heirs with financial relief from potential difficulties later in life. It does not in any way add to wealth. By contrast, the money won by a gambler does increase the latter's wealth. For him, it is absolute profit.⁵⁶

Observations

After examining the views of both sides of the debate on the involvement of *ribā*, *gharar* and *qimār* in life insurance, the study has the following observations:

- **Firstly:** Scholars who object to life insurance do so because they define it according to its actions rather than its aims/intentions. The current researcher, however, strongly believes that intentions should be privileged over actions. As the Prophet (peace be upon him) says, “Deeds are judged by intentions.” Certainly, those who deny any link between life insurance and *ribā*, *gharar* and *qimār* base their argument on the intent behind life insurance (i.e. helping widows, orphans and other dependents from unexpected future material risks).
- **Secondly:** There should be a distinction made between literal/conceptual views of life insurance and more practical concerns. For example, the current author's Masters thesis, entitled ‘*Life Insurance in Islamic Law: A*

Comparative Study Between Shayrikat Takaful Malaysia Bhd and Takaful Ikhlas Sdn Bhd,’ identified several practical aspects of life insurance in which *ribā*, *gharar* and *qimār* do occur. These included investing money in unlawful products; accounting standards; lack of transparency; not sharing surplus; law of nomination; and cause of death.⁵⁷ The researcher affirms that, should there be any *ribā*, *gharar*, and *qimār* in life insurance, it will be in the above mentioned practical aspects, not in any conceptual dilemmas.

- **Thirdly:** It seems that the current Muslim debate surrounding life insurance is dominated by two ideological groups: orthodox Muslims and reformist Muslims. For the orthodox Muslims, “*Sharī‘ah* is still, as it has always been, divinely authoritative. To them, no code of conduct or even scale of values can be formulated by mere human reason: all necessity must be based on Divine Revelation.”⁵⁸ On the other hand, reform-minded Muslims seek to delineate an alternative to this traditionalist position. Proclaiming the need for Islamic reform, they respond to, rather than react against, the challenges of Western modernity. They blame the internal decline of Islam, with its accompanying loss of power and backwardness, to a blind and unquestioned following of the past. They argue that Islam is capable of demonstrating its dynamism, flexibility, and adaptability. They believe in internal reform through a process of reinterpretation and selective adoption of Western ideas and technology.⁵⁹ In this context, it is significant that there is no direct statement about life insurance in either the Qur’ān or *ḥadīth*. Orthodox ideology, and its maintenance that “*Sharī‘ah* is still, as it has always been, divinely authoritative,”⁶⁰ therefore does not apply in this instance. Rather, the dynamism, flexibility, and adaptability of the reformist approach is called for.⁶¹
- **Fourthly:** Some scholars have argued that conventional life insurance is declared void and unlawful because the contract involved is bilateral (i.e. a contract of exchange, *‘aqd mu‘āwadat*). In other words, they see it as a contract of indemnity in which the insurer agrees to indemnify the insured for a certain amount and the insured agrees to pay the premium for this indemnity. This, however, and as discussed, can entail *gharar* because of the uncertainty surrounding events mentioned in the contract.⁶² This study, however, maintains that life insurance should be viewed as a donation contract (*tabarru‘i*), in which the existence of *gharar* is tolerated. These contracts are unilateral in nature, the insurance company (or *takāful* operator) acting only as a manager.⁶³

Conclusion and Policy Recommendations

Given our discussion, the author concludes that, conceptually, there are no *ribā*, *gharar* or *qimār* in life insurance. However, in order for life insurance to be admissible in Islam, the study recommends the following:

1. All parties involved in a life insurance policy must agree that the policy is not for the purpose of material gain. Instead, it must be a means of securing financial assistance in the event of unexpected loss, damage or peril.
2. A participant's premium contributions should not be invested in unlawful/unethical activities and/or institutions.⁶⁴
3. Surplus premiums (i.e. money paid in excess of a participant's claims) should be repaid to participants. It should not be distributed to shareholders or the company.
4. There should be surrender benefits⁶⁵ in all types of life insurance. A portion of the PSA fund should also be repaid to participants.
5. There should be transparency between insurance companies and participants. Everything, such as profits, losses, income, expenses, and surpluses (if any), should be clear to both parties.
6. On the date of a policy's enforcement, all participants should receive a 'participation certificate' as proof of their involvement with the company.
7. The nominee of a life insurance policy should be treated as a mere trustee. He should receive all the benefits of a policy and redistribute them amongst the legal heirs of the deceased in accordance with the Islamic principles of the law of inheritance.⁶⁶
8. A participant's cause of death should not hinder an insurance company from honouring a policy. The beneficiary(s) should have the right to claim legitimate benefits from the operator of a life insurance policy, regardless of whether the death of the participant was by natural causes, suicide or a violent act while committing a crime.⁶⁷
9. Bilateral contracts should not be used for life insurance. To ensure the permissibility of life insurance in Islam, all actors involved in a life insurance policy should mutually agree to indemnify each other. The contract should be unilateral in nature. The insurance (or *takāful*) operator must act as a manager only.

Notes

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1. Robert I. Mehr, Sandra G. Gustavson, *Life Insurance: Theory and Practice* (Texas: Business Publication, 1985), pp. 2-3.
 2. Mohd. Ma’sum Billah, *Islamic Insurance (Takāful)*, (Selangor: Ilmiah Publishers Sdn.Bhd., 2003), p. 45.
 3. See in *Majallat Majma‘ al- Fiqh al- Islāmī*, ‘Aqd al Ta’mīn bayna al Fiqh al- Islāmī wa al Fiqh al Garbi, v. 2, pp. 578-83.
 4. Mohd. Musleh-Uddin, *Insurance and Islamic Law* (Lahore: Islamic Publications Limited, 1990), p. 151
 5. Wahabah al- Juḥaylī, “Ta’mīn wa I’ādat al- Ta’mīn,” *Majallat Majma‘ al- Fiqh al- Islāmī*, (vol. 2, no. 2, 1986), p. 549.
 6. Rajab al Tamimi, ‘Aqd al- Ta’mīn wa Hukmuḥu bi Nu’ayhi al- Tijārī wa al- Ta’mīn ‘alā al- Hayāt,” *Majallat Majma‘ al- Fiqh al- Islāmī* (vol. 2, no. 2, 1986), p. 555.
 7. Shaykh ‘Abd’ Allāh bin Zayd al- Maḥmūd, Al- Ta’mīn ‘Alā al- Hayat wa Bayna Buṭlāniḥi bil Barāhini wa al- Bayynāt, *Majallat Majma‘ al- Fiqh al- Islāmī* (vol. 2, no. 2, 1986), p. 632.
 8. Shawkat, Muḥammad ‘Alyyān, *Al-Ta’mīn fī al-Sharī‘ah wa al- Qānūn* (Riyāḍ: Dār al- Shāwāf, 3rd edition, 1996), p. 219.
 9. Siddik al- Ḍarīr, Hukmu al- ‘Aqd al- Ta’mīn fī al- Sharī‘ah wa al- Islāmīyya. A paper presented in the Conference of Islamic Law, held in in Dimāsq in 1961.
 10. Husayn Hāmid Hassān, *Hukm al- Sharī‘ah al- Islāmīyya fī ‘uqūd al- Ta’mīn*, (Cairo: Dār-al-‘itiṣām, 1979), pp.136-8.
 11. Dāsuqī, Muḥammad, “*Al-Ta’mīn wa mawqif al- Shari‘a al- Islāmīyya minhu*,” pp. 139-42.
 12. ‘Abbas al- Husnī “‘*Aqd al- Ta’mīn fī Fiqhī al- Islāmī wa al-Qānūn al- Muqārīn*”, (Cairo: Maktabah Wahabah, 1978), p. 73
 13. Biltagī, Muḥammad, *‘Uqūd al- Ta’mīn min wajhi al- Fiqh al- Islāmī*, p. 50.
 14. Ibn Manzūr, *Lisān al- ‘Arab*, Vol. 19, pp. 17-20; Al-firūzabādī, *al-Qāmūs al- Muhīt*, Vol. 4, pp. 333-334; *Kitāb al- Ta’rīfāt*, p. 114; *Al-Munjid*, p. 247.
 15. Al-Ṭabarī, *Jāmi‘u al-Bayān ‘an Ta’bīl al-Qur’ān*, (Misr: Dār al-Ma‘ārif), V. 2, p. 103.
 16. Imām Muslim, *Ṣaḥīḥu al-Muslim*, Rendered into English: ‘Āddul Ḥāmid Ṣiddīqī, Revised Edition, (Delhi: Adam Publishers & Distributors, 1999), Chapter, 19, Farewell Pilgrimage of the Apostle of Allah (pbuh), V. 11- A, pp. 240-45.
 17. See: Saiful Azhar Rosly, “Islam and Life Insurance” in *Critical Issues on Islamic*

- Banking and Financial Markets* (Kuala Lumpur: Dinamas Publishing, 1995), p. 489.
18. The Council of Senior ‘Ulamā in the Kingdom of Sa‘ūdiah al-‘Arabiyyah, (10 Session), Decree No. 51, Riyadh on 4.4. 1397; see also “Islamic Jurists Ban All Kinds of Insurance,” *Saudi Economic Survey*, Nov. 7, 1979.
 19. See: al- Zarqā’, *‘Aqd al- Ta’mīn wa Mawqif al- Shari‘a al- Islāmiyya Minhu*, where he quotes Shaykh al- Sharbāṣī, p. 21; Muḥammad Yūsuf Mūsā in *Al-Islām wa Muskilātuanā al- Hadhāri*, pp. 64-8; and ‘Ābd’ al- Raḥmān ‘Iysā, p. 22, all of whom reject life insurance because of the interest involved.
 20. Biltagī, op. cit. p. 98.
 21. Dr. Shawkat ‘Aliyyan, op. cit. pp. 215-7.
 22. Rispler, Verdit, *Insurance in the World of Islam: Origin, Problems and Current Practice*, (Michigan: A Bell & Howell Company, 1985), pp. 49-50.
 23. Muhammad Nejatullah Siddiqi, *Insurance in Islamic Economy, Islamic Economic Series*, 10 (London: The Islamic Foundation, 1985), pp. 35-6.
 24. Ibid. p. 38.
 25. Ibid.
 26. Ibid.
 27. *Al-Munjid*, (Beirut: n.p., 1975), p. 546; see also: Rispler, Verdit, *Insurance in the World of Islam: Origin, Problems and Current Practice*, (Michigan: A Bell & Howell Company, 1985), p. 50.
 28. *Al-Munjid*, op. cit. p.108; al- Jurjānī, *Kitāb al- Ta’rīfāt*, p. 84; Rispler, Verdit, *Insurance in the World of Islam: Origin, Problems and Current Practice*, (Michigan: A Bell & Howell Company, 1985), p. 50.
 29. Saaed Abu Jaib, *Al-Kāmus al-Fiqhi*, 1982, p. 372.
 30. Al- Dasūqī, op. cit. p. 57; Shawkat ‘Aliyyān, op. cit. pp. 219-24; Al- Jurjānī, op. cit. p. 167.
 31. Imam Mālik bin Anas, *Al-Muwatṭa*, Compiled by Dr. Sa‘ad Farūq, (Bairut: Dar al-‘Āfāq al-Jadidah, 1985), no. 63, p. 554.
 32. Imām Muslim, *Ṣaḥīhu al-Muslim*, Rendered into English: ‘Āddul Hāmid Ṣiddiqi, Revised Edition, (Delhi: Adam Publishers & Distributors, 1999), Chapter, 3, *Prohibition of Ḥblu al-Ḥablah*, V. 3, p. 5.
 33. Abdullah Nair Alwan, *Hukm al-Islāmī fī al- Ta’mīn*, 1987, p. 33.
 34. Dato’ Mohd Fadzil B. Yusof, in International Directory of *Takāful*, (Islamic Insurance), the Concept and Working System of *Takāful*, Institute of Islamic Banking & Insurance, 1999, p. 13.
 35. Ibid. pp. 13-4.
 36. Masum Billah, *Islamic Insurance*, op. cit. p. 57.
 37. Refat Mohammad Hadagha, *Insurance Contract and its Provisions in the Islamic Law* (Unpublished Masters Thesis), International Islamic University Malaysia, Kuala Lumpur, 1995, p. 22.
 38. Ibid.
 39. Afzalur Rahman, op. cit. p. 173.
 40. Ibid.
 41. *Uqūd al- Ta’mīn wa madā Mashrū‘iyyatihi*, op. cit. p.47; Rispler, Verdit, *Insurance in the World of Islam: Origin, Problems and Current Practice*, (Michigan: A Bell & Howell Company, 1985), p. 52.
 42. *Maysir* appears in the Qur’ān in Sūras 2:219, 5:90; 5:91.

43. Rispler, Verdit, *Insurance in the World of Islam: Origin, Problems and Current Practice*, (Michigan: A Bell & Howell Company, 1985), p. 55; see also: Al-Dasūqī, op. cit. p. 86.
44. Ibid.
45. Al-Dasūqī, Muḥammad al-Sayyid, *al-Ta'mīn wa Mawqif al-Sharī'ah al-Islāmiyyah Minhu*, Cairo, 1967, p. 80.
46. This is the opinion of Shaykh Ahmad Ibrāhīm, quoted by Ali al- Khaffif in his book "*Al-Ta'mīn*", p. 39.
47. Billah, M. Ma'sum, *Islamic Insurance (Takāful)*, op. cit. p. 57.
48. Faddzil B. Yusuf, op. cit. p. 14.
49. Billah, *Islamic Insurance, (Takāful)*, op. cit. p. 63.
50. Al- Zarqā', '*Usbū' al-Fiqh al-Islamī*', op.cit. p. 398.
51. Ibid.
52. Al- Zarqā', '*Usbū' al-Fiqh al-Islamī*', op.cit. p. 90.
53. Billah, *Islamic Insurance (Takāful)*, op. cit. p. 63.
54. Siddiqi, op. cit. pp. 27-8.
55. Ibid, p. 28.
56. Siddiqi, op. cit. pp. 27-8, p. 28- 9.
57. K.M. Zakir Hossain Shalim, *Life Insurance in Islamic Law: A Comparative Study Between Shayrikat Takāful Malaysia Bhd and Takāful Ikhlas Sdn Bhd* (Unpublished Masters thesis), International Islamic University Malaysia, 2010,
58. Anderson, The Sharī'ah Today, in *Journal of Comparative Legislation*, 3rd ser., Vol. 31, 1994, p. 18; see also: Musleh- Uddin, op. cit. p. 90.
59. Dr. Mohammed Mumtaz Ali, *Islamic Revivalism Framework* (an unpublished paper), International Islamic University Malaysia, p. 5.
60. Ibid.
61. Ibid.
62. Dato' Mohd. Fadzil Yusuf, in International Directory of *Takāful* (Islamic Insurance), The Concept and Working System of *Takāful*, Institute of Islamic Banking & Insurance, 1999, p. 13.
63. See: Refat Muhammad Hadagha, *Insurance Contract and Its Provisions in the Islamic Law* (Unpublished Masters Thesis), International Islamic University Malaysia, Kuala Lumpur, 1995, p. 22.
64. Al-misri, op. cit.
65. If a participant cancels his/her policy before maturity of his or her period.
66. Billah, "*Family Takāful*" in *Fundamentals of Takāful*, Conference Paper, Organised by IBFIM, Date: 23-25 August 2005, p. 8.
67. Ibid. pp. 8-9.